

Prepared by



Tim Arch, Esq.

SEWER ACCESS AGREEMENT

THIS SEWER ACCESS AGREEMENT, (“Agreement”) is made as of this 9th day of April, 2024 by

2 G Birch Glen LLC, having an address of 24 Merchants Way, Suite 109, Colts Neck, NJ 07722 (“Grantor”); and

ODIN DHUN LLC, having an address of 55 Carter Drive, Edison, NJ 08817 (“Grantee”) (collectively “Parties”);

WHEREAS, Grantor is the owner of certain real property located at 1865 Amwell Road in Franklin Township, NJ and designated on the Tax Map of the Township of Franklin as Block: 423.01, Lot: 1.04 (hereinafter referred to as “Birch Glenn Subdivision”);

WHEREAS, Grantee is the owner of certain real property located at 295 Cedar Grove Lane in Franklin Township, NJ and designated on the Tax Map of the Township of Franklin as Block: 508.02, Lot: 12 (hereinafter referred to as “Cedar Grove Subdivision”);

WHEREAS, Grantor has received the necessary approvals and permits to construct land improvements related to a thirty-two (32) single family home subdivision, the Birch Glenn Subdivision, which include the construction of a sewer infrastructure to service the subdivision properties;

WHEREAS, Grantee wishes to pursue approvals for a fourteen (14) single family home subdivision, the Cedar Grove Subdivision, and to provide sewer connections by utilizing the Birch Glenn Subdivision sewer infrastructure to service the Cedar Grove Subdivision;

WHEREAS, in order for Grantee to utilize Grantor's sewer infrastructure, Grantor will need to make certain plan modifications and upgrades to accommodate the additional usage of the Cedar Grove Subdivision;

WHEREAS, Grantor and Grantee now seek to enter into this Agreement in furtherance of the above.

NOW THEREFORE, based upon the foregoing Recitals incorporated herein by reference, and upon the mutual covenants, terms, conditions and undertakings herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Creation of Easement. There is hereby created a perpetual non-exclusive easement allowing access and connection to Grantor's sewer infrastructure in order to convey sewage and waste from Grantee's proposed subdivision subject to conditions and terms further outlined herein.
2. Grant of Easement. Grantor hereby grants and conveys to Grantee, their tenants, agents, assigns, and subsequent title holders, a perpetual non-exclusive easement to access, connect to, and utilize the sewer infrastructure located on, under, and through Grantor's property, for the purposes of conveying sewage and waste from the properties located in the Cedar Grove Subdivision.
3. Shared Plans. Parties hereby agree to cooperate and share any and all engineering plans and documents necessary to effectuate the sewer construction and connection anticipated by this Agreement.
4. Permitting / Approvals. Grantor shall be responsible for obtaining/updating all necessary permits and approvals needed to effectuate the construction of the sewer infrastructure on

the Birch Glenn Subdivision in a manner consistent with allowing the future connection and usage by the Cedar Grove Subdivision. Grantee shall cooperate with Grantor in providing any information or documentation in their possession necessary to obtain/update said permits and approvals. Grantee agrees to file simultaneous Preliminary and Final Major Subdivision applications to the Franklin Township Planning Board. Grantee further agrees to not file said applications until Grantor has commenced clearing and mass grading operations on the Birch Glen subdivision project.

5. Cost of Updating. Grantee shall be responsible to make a contribution not to exceed \$699,472.32 to Grantor, which represents one half of the estimated costs associated with the sewer infrastructure located on Grantor's property, along with associated O&M of the system prior to acceptance by the Franklin Township Sewerage Authority (FTSA), in order to accommodate the additional usage by the Cedar Grove Subdivision. The amount of the contribution is based on the cost estimate provided by **Esposito Construction** and attached hereto as Exhibit A. If the actual cost associated with the above is less than the estimate, all payments will be adjusted accordingly to reflect the actual cost. The contribution shall be payable in the following manner:

- a. An initial payment of \$10,000 will be due at the execution of this Agreement.
- b. An additional payment will be due upon ordering of material and is dependent on obtaining approval from FTSA. The estimated cost of this payment is \$150,000.00 but is subject to adjustment based on the actual cost.
- c. An additional payment will be due upon delivery of the pump, pump house and materials and is estimated to be approximately \$175,000.000, subject to

adjustment based on the actual cost. The total payments made at this point shall not exceed fifty percent of the total amount of Grantee's obligations.

- d. Upon receipt of unappealable Preliminary and Final Major Subdivision approval from the Franklin Township Land Use Board (45 days after publication of Resolution of approval) the remaining payment will be due.

6. Conditioned on Governmental Approval. The terms of this Agreement and any rights conveyed, or obligations contained within are specifically conditioned on the following:

- a. Grantee obtaining final unappealable approval from the appropriate Franklin Township Land Use Board to construct the Cedar Grove Subdivision;;
- b. Grantee obtaining final unappealable approval from the Somerset County Planning Board, as well as all other applicable outside agency approvals.
- c. Approval from the Franklin Township Sewer Authority (FTSA) of the revised Birch Glen pump station design.

Both Parties shall diligently pursue all necessary approvals. Failure to obtain any of the preceding approvals will render this Agreement void. Any payment amounts already spent in furtherance of this Agreement will be non-refundable, however no additional payments will be obligated and any remaining amount held by Grantor will be returned to Grantee. Any denial of a necessary approval shall be immediately conveyed to all Parties, in writing.

7. Construction. Each respective party is responsible for the construction of any sewer infrastructure within their respective properties, in a manner consistent with the intent of this Agreement.

8. Maintenance. Grantor shall be responsible to maintain the pump station and force main sewer infrastructure until such time that the FTSA assumes responsibility over same.
Upon completion of the entire sewer infrastructure for both properties, it is anticipated that the FTSA will assume maintenance.
9. Reservation of Right to Use. Except for the easement grants by the Parties hereunder, Grantor reserves all rights of ownership and use of their property. The Parties agrees that they shall not interfere with the other's use of the sewer infrastructure.
10. Indemnification. Grantee's use of the easement area is subject to Grantee agreeing to indemnify, defend and hold harmless Grantor, along with its direct or indirect members, partners, owners, employees, directors, managers, representatives, invitees, property managers and agents, its successors and assigns and successors in title, from and against any and all claims, causes of action, liabilities, obligations, judgments, damages, penalties, fines, losses, costs and expenses, arising from Grantee's and/or their respective tenants', employees', customers', agents', representatives', invitees' and visitors' negligent use of the rights conveyed herein.
11. Modification. The terms and provisions of this Agreement may only be modified upon express written agreement between the parties.
12. Notice. All notices, demands, requests or other communications required, permitted or desired to be given under this Agreement must be in writing to the parties and shall be deemed to have been properly given if delivered by overnight courier. Any party may, by written notice given in accordance with this paragraph, designate a different address for notices, demands, requests or other communications. Notices, demands, requests and other communications shall be deemed given on the date the same is delivered by overnight

courier.. Prior to any action by Grantor that triggers or obligates payment on the behalf of Grantee, Grantor shall provide no less than 48 hour notice to Grantee to authorize the expenditure.

13. Failure to Perform: Grantor understands and agrees that the construction of the upgraded sewer infrastructure anticipated in this Agreement is a necessary component of Grantee's subdivision project. If Grantor fails to provide the upgraded sewer infrastructure within 12 months of receipt of all payments herein, Grantor shall be in breach of this Agreement and subject to all remedies available in equity and law.
14. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events

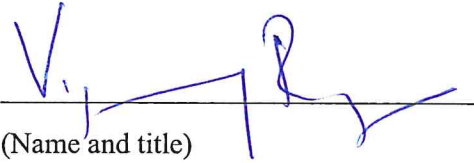
beyond the reasonable control of the Impacted Party. If circumstances consisting the delay herein persist for greater than a continuous 12 months, then either Party may, upon written notice, declare this Agreement null and void and each Party shall be obligated to take all possible steps to mitigate damages resulting from the non-performance.

15. Severability. The unenforceability or invalidity of any one or more of the terms or provisions of this Agreement shall not affect any other terms or provision all of which shall remain in full force and effect.
16. Entire Agreement. This Agreement constitutes the entire Agreement concerning the subject matter hereof. All prior agreements or understandings concerning the subject matter hereof are superseded and replaced by this Agreement.
17. Law. This Agreement shall be deemed to be an agreement made under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey. Any dispute arising out of this Agreement or any action to enforce its terms shall be filed in the New Jersey Superior Court, Somerset County, which court shall have exclusive jurisdiction over any such action.
18. Agreement Runs with the Land. This Agreement and all its terms and provisions runs with the land and shall be binding on the respective party's successors, heirs and/or assigns. This Agreement shall be recorded with the Somerset County Clerk at Grantee's expense.
19. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature transmitted by facsimile or .pdf shall be deemed to be an original signature.

{SIGNATURES ON SEPARATE PAGE}



IN WITNESS WHEREOF, VIJAY RAJU, has signed,
sealed and delivered this Agreement the 11th day of APRIL 2024,


(Name and title)

STATE OF :

COUNTY OF :

I CERTIFY that on 11th day of April 2024, Vijay Raju
personally came before me and he acknowledged under oath, to my satisfaction, that he is the
President, of ODIN DHUN LLC., the entity named in and who executed the
within instrument, that they signed and delivered this document as the duly authorized and
voluntary act and deed of the said company.

Signed and sworn to before me

On this 11th day of April, 2024.



Notary

LINDA D. HABYK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 14, 2027

IN WITNESS WHEREOF, Matthew Esposito, has signed,
sealed and delivered this Agreement the 8th day of April 2024,

Matthew Esposito 

(Name and title) CEO

STATE OF New Jersey :
COUNTY OF Monmouth

I CERTIFY that on 8th day of April 2024, Matthew Esposito
personally came before me and he acknowledged under oath, to my satisfaction, that he is the
owner of 2 G Birch Glen LLC, the entity named in and who executed the
within instrument, that they signed and delivered this document as the duly authorized and
voluntary act and deed of the said company.

Signed and sworn to before me

On this 8th day of April, 2024.

Amanda Dugan
Notary

AMANDA DUGAN
NOTARY PUBLIC OF NEW JERSEY
Commission # 50045830
My Commission Expires 9/28/2026



Esposito Construction LLC.
 253 Main St. Suite 385
 Matawan, NJ 07747
 732-721-4600 Office
 732-862-1123 Fax

Cedar Grove (Birch Glen) @ Franklin
 Franklin, NJ
 Site Civil Plans Revision #7 (1/30/23)
 P-438-19
 3.22.24

OFFSITE PROPOSAL SANITARY

REMOVALS	QUANTITY	UM	BID U/P	BID TOTAL
Grubbing / Vegetation / Tree Removal	1	AC		\$29,580.00
EROSION CONTROL				
Silt Fence	2280	LF		\$56,202.00
Tree Protection Fence	500	LF		
Stabilized Construction Entrance	1	EA		
EARTHWORK				
Easement Purchase and Acquisition	1	LS		\$200,000.00
LEGAL				
Professionals, Permits And Fees	1	LS		\$73,440.00
SANITARY SEWER				
Offsite Sanitary Forcemain				\$1,153,722.64
Traffic Control - Budget Only, Uniformed Officers Not Included	1	LS		
Tie Into Existing Sanitary Sewer w/ Asphalt Restoration	1	LS		
Directional Drill Sanitary Force Main	1140	LF		
6' High Chan Link Fence	1140	LF		
Pump Station				
Pump-Station and Control	-1	LS		\$1,153,722.64
Pump-Station and Control w/ Upgrade Pumps and VFD	1	LS		

PROPOSAL TOTAL	\$1,512,944.64
NEGOTIATED PRICE DIFFERENCE	\$114,000.00
TOTAL	\$1,398,944.64
50% RESPONSIBILITY	\$699,472.32

NOTES

Relocation of existing signs / utility poles is not included in this proposal.
 All existing material is assumed to be suitable for backfill within utility trenches. Select backfill is not included at this time.
 Rehandling of unsuitable/contaminated materials is not included. Site is assumed to be free of "hot" or unsuitable material.
 No provision has been made for the removal / disposal of miscellaneous on-site debris (Tires, scrap metal, trash pits, etc.).
 The excavation and backfill of the gas, electric, and telecom lines are not included in this proposal.
 All service utilities into the building pad to be performed under the building plumber's license, not on Esposito.
 Price excludes all spoils generated from footings, piers, and foundations at this time.
 The above price includes excavation of fractured / rippable rock only. Blasting / hammering not included.